

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER ( <i>No collect calls</i> )		8. OFFER DUE DATE/ LOCAL TIME	
		9. ISSUED BY		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE:     % FOR: <div style="display: flex; justify-content: space-between;"> <div> NAICS:  SIZE STANDARD: </div> <div> <input type="checkbox"/> SMALL BUSINESS     <input type="checkbox"/> EMERGING SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS     <input type="checkbox"/> 8(A) </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING			
15. DELIVER TO		CODE		16. ADMINISTERED BY				CODE	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
(Use Reverse and/or Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT ( <i>For Govt. Use Only</i> )			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA ( <i>SIGNATURE OF CONTRACTING OFFICER</i> )					
30b. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER ( <i>Type or print</i> )			31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT ( <i>Location</i> )
41c. DATE	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

## **SECTION B - SERVICES AND PRICES**

### **B.1 SCOPE OF SERVICES**

The Contractor shall provide all personnel, supplies, and equipment necessary to perform facilities maintenance services at International Broadcasting Bureau, Middle East Radio Television Morocco (IBB/MRTM), Morocco, Africa, facilities as described in Section C, PERFORMANCE WORK STATEMENT, of this contract and exhibits attached in Section J.

### **B.2 TYPE OF CONTRACT**

This is a combination type contract with firm fixed-prices for scheduled maintenance services as defined in Section C and indefinite delivery/indefinite quantity (IDIQ) for Temporary Additional Services of like kind. The firm fixed-price will include all work, including furnishing all labor, materials, equipment and services, overhead and profit, unless otherwise specified.

Individual task orders for unscheduled services will be issued using the fixed hourly rates identified below. The fixed hourly rates shall include wages, overhead, general and administrative expenses, and profit. Oral orders may be placed by the Contracting Officer's Technical Representative (COTR) for services, however, they shall be confirmed in writing within 24 hours of the oral instructions.

### **B.3 PRICES AND TYPES OF SERVICES**

#### **B.3.1 Currency**

All prices shall be submitted in Morocco currency (dirham, DH) and include Overhead, G&A, and profit.

#### **B.3.2 Scheduled Maintenance Services**

In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor shall be paid a firm-fixed-price per month for Scheduled Maintenance and Related Services. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the services required herein. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rate.

#### **B.3.3 Unscheduled Maintenance Services**

The labor categories and fixed hourly rates per labor category, stated under Sections B.4 & B.5, shall be used for establishing a firm-fixed-price for the task orders. Each task order shall be negotiated individually by determining in advance of the start of work the labor categories and number of hours required and by multiplying the hourly rates by the number of hours.

**B.4 BASE PERIOD PRICES**

**B.4.1 Scheduled Operation and Maintenance Services for Morocco (FFP)**

(a) Firm-fixed price (FFP) for the Base Year period from notice to proceed and continuing for a period of 12 months for all work specified in Section C except for work specifically identified as being included in the Unscheduled Maintenance. The types of services required are as follows (Referencing Statement of Work (SOW), Sec D, Part 4):

<u>Types of Service</u>	<u>Monthly Rate</u>	<u>Annual Rate</u>
Operation & Maintenance of FM Broadcast Equipment (SOW: 4.1, 4.2, 4.14)		
Reporting (SOW: 4.4, 4.10)		
Corrective Maintenance (SOW: 4.5, 4.7)		
Preventive Maintenance (SOW: 4.6, 4.7)		
Warehouse/Storage (SOW: 4.8)		
Transmission Site Security (SOW: 4.9)		
Engineering Services (SOW: 4.11, 4.13)		
Inventory (SOW: 4.12)		
Sub-Total Amount		

**B.4.2 Unscheduled Maintenance Services for Morocco (Task Orders)**

Price for labor in the Base Year Period from notice to proceed and continuing for a period of 12 months, to perform services that cannot be identified in sufficient detail to be included in Section B.4.1. The estimated hours listed below are provided solely for the purpose of offer evaluation and establishing funding (Referencing Statement of Work, Sec D, Part 4).

<b>Estimated Types of Service</b>	<b><u>Hourly Rate</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Total Estimated Cost</u></b>
Operation & Maintenance of FM Broadcast Equipment (SOW: 4.1, 4.2, 4.14)			
Reporting (SOW: 4.4, 4.10)			
Corrective Maintenance (SOW: 4.5, 4.7)			
Preventive Maintenance (SOW: 4.6, 4.7)			
Warehouse/Storage (SOW: 4.8)			
Transmission Site Security (SOW: 4.9)			
Engineering Services (SOW: 4.11, 4.13)			
Inventory (SOW: 4.12)			
Sub-Total Amount			

**B.4.3 Maintenance Services for Africa stations (Task Orders)**

Price for labor in the Base Year Period from notice to proceed and continuing for a period of 12 months, to perform services for Africa Stations to be included in Section B.4.3. The estimated hours listed below are provided solely for the purpose of offer evaluation and establishing funding (Referencing Statement of Work, Sec D, Part 4).

<b>Estimated Types of Service</b>	<b><u>Hourly Rate</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Total Estimated Cost</u></b>
<b>Corrective Maintenance (SOW: 4.5, 4.7)</b>			
<b>Engineering Services (SOW: 4.11)</b>			
<b>Sub-Total Amount</b>			

**B.4.4 Base Year Period Contract Price**

The total amount of the Base Year Period is the sum of the above following Sub-Totals: B.4.1, B.4.2 and B.4.3.

B.4.1	Scheduled Services for Morocco (FFP)	
B.4.2	Unscheduled Services for Morocco (Task Orders)	
B.4.3	Services for Africa (Task Orders)	
	<b>TOTAL BASE YEAR AMOUNT</b>	

**B.4.5 Minimum and Maximum Amounts**

During this Base contract period, the Government shall place orders totaling a minimum of 74,124.20 DH. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed the total amount under Sections B.4.2 and B.4.3. This reflects the contract maximum for unscheduled services for this period of performance. These minimum and maximum amounts shall apply to any subsequent option years.

**B.5 OPTION YEAR PERIOD PRICES**

**B.5.1 Scheduled Operation and Maintenance Services for Morocco (FFP)**

- (a) Firm-fixed price for the Option Year periods for all work specified in Section C except for work specifically identified as being included in the Unscheduled Maintenance portion of the contract. The types of services required are as follows (Referencing Statement of Work, Sec D, Part 4):
- (b)

**Option Year I, 2009-2010:**

<u>Types of Service</u>	<u>Monthly Rate</u>	<u>Annual Rate</u>
Operation & Maintenance of FM Broadcast Equipment (SOW: 4.1, 4.2, 4.14)		
Reporting (SOW: 4.4, 4.10)		
Corrective Maintenance (SOW: 4.5, 4.7)		
Preventive Maintenance (SOW: 4.6, 4.7)		
Warehouse/Storage (SOW: 4.8)		
Transmission Site Security (SOW: 4.9)		
Engineering Services (SOW: 4.11, 4.13)		
Inventory (SOW: 4.12)		
Sub-Total Amount (Opt I - B.5.1)		

**Option Year II, 2010-2011:**

<u>Types of Service</u>	<u>Monthly Rate</u>	<u>Annual Rate</u>
Operation & Maintenance of FM Broadcast Equipment (SOW: 4.1, 4.2, 4.14)		
Reporting (SOW: 4.4, 4.10)		
Corrective Maintenance (SOW: 4.5, 4.7)		
Preventive Maintenance (SOW: 4.6, 4.7)		
Warehouse/Storage (SOW: 4.8)		
Transmission Site Security (SOW: 4.9)		
Engineering Services (SOW: 4.11, 4.13)		
Inventory (SOW: 4.12)		
Sub-Total Amount (Opt II - B.5.1)		

**Option Year III, 2011-2012:**

<u>Types of Service</u>	<u>Monthly Rate</u>	<u>Annual Rate</u>
Operation & Maintenance of FM Broadcast Equipment (SOW: 4.1, 4.2, 4.14)		
Reporting (SOW: 4.4, 4.10)		
Corrective Maintenance (SOW: 4.5, 4.7)		
Preventive Maintenance (SOW: 4.6, 4.7)		
Warehouse/Storage (SOW: 4.8)		
Transmission Site Security (SOW: 4.9)		
Engineering Services (SOW: 4.11, 4.13)		
Inventory (SOW: 4.12)		
Sub-Total Amount (Opt III - B.5.1)		

**Option Year IV, 2012-2013:**

<b><u>Types of Service</u></b>	<b><u>Monthly Rate</u></b>	<b><u>Annual Rate</u></b>
Operation & Maintenance of FM Broadcast Equipment (SOW: 4.1, 4.2, 4.14)		
Reporting (SOW: 4.4, 4.10)		
Corrective Maintenance (SOW: 4.5, 4.7)		
Preventive Maintenance (SOW: 4.6, 4.7)		
Warehouse/Storage (SOW: 4.8)		
Transmission Site Security (SOW: 4.9)		
Engineering Services (SOW: 4.11, 4.13)		
Inventory (SOW: 4.12)		
Sub-Total Amount (Opt IV - B.5.1)		

**B.5.2 Unscheduled Maintenance Services for Morocco (Task Orders)**

Price for labor during the Option Year Periods, to perform services that cannot be identified in sufficient detail to be included in Section B.5.1. The estimated hours listed below are provided solely for the purpose of offer evaluation and establishing funding (Referencing Statement of Work, Sec D, Part 4).

**Option Year I, 2009-2010:**

<b><u>Estimated Types of Service</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Total Estimated Cost</u></b>
Operation & Maintenance of FM Broadcast Equipment (SOW: 4.1, 4.2, 4.14)			
Reporting (SOW: 4.4, 4.10)			
Corrective Maintenance (SOW: 4.5, 4.7)			
Preventive Maintenance (SOW: 4.6, 4.7)			
Warehouse/Storage (SOW: 4.8)			
Transmission Site Security (SOW: 4.9)			
Engineering Services (SOW: 4.11, 4.13)			
Inventory (SOW: 4.12)			
Sub-Total Amount (Opt I -B.5.1)			



**Option Year II, 2010-2011:**

<b>Estimated Types of Service</b>	<b><u>Hourly Rate</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Total Estimated Cost</u></b>
Operation & Maintenance of FM Broadcast Equipment (SOW: 4.1, 4.2, 4.14)			
Reporting (SOW: 4.4, 4.10)			
Corrective Maintenance (SOW: 4.5, 4.7)			
Preventive Maintenance (SOW: 4.6, 4.7)			
Warehouse/Storage (SOW: 4.8)			
Transmission Site Security (SOW: 4.9)			
Engineering Services (SOW: 4.11, 4.13)			
Inventory (SOW: 4.12)			
Sub-Total Amount (Opt II- B.5.1)			

**Option Year III, 2011-2012:**

<b>Estimated Types of Service</b>	<b><u>Hourly Rate</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Total Estimated Cost</u></b>
Operation & Maintenance of FM Broadcast Equipment (SOW: 4.1, 4.2, 4.14)			
Reporting (SOW: 4.4, 4.10)			
Corrective Maintenance (SOW: 4.5, 4.7)			
Preventive Maintenance (SOW: 4.6, 4.7)			
Warehouse/Storage (SOW: 4.8)			
Transmission Site Security (SOW: 4.9)			
Engineering Services (SOW: 4.11, 4.13)			
Inventory (SOW: 4.12)			
Sub-Total Amount (Opt III- B.5.1)			

**Option Year IV, 2012-2013:**

<b>Estimated Types of Service</b>	<b><u>Hourly Rate</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Total Estimated Cost</u></b>
Operation & Maintenance of FM Broadcast Equipment (SOW: 4.1, 4.2, 4.14)			
Reporting (SOW: 4.4, 4.10)			
Corrective Maintenance (SOW: 4.5, 4.7)			
Preventive Maintenance (SOW: 4.6, 4.7)			
Warehouse/Storage (SOW: 4.8)			
Transmission Site Security (SOW: 4.9)			
Engineering Services (SOW: 4.11, 4.13)			
Inventory (SOW: 4.12)			
Sub-Total Amount (Opt IV- B.5.1)			

**B.5.3 Maintenance Services for Africa Stations (Task Orders)**

Price for labor during the Option Year Periods, to perform services that cannot be identified in sufficient detail to be included in Section B.5.1. The estimated hours listed below are provided solely for the purpose of offer evaluation and establishing funding (Referencing Statement of Work, Sec D, Part 4).

**Option Year I, 2009-2010:**

<b>Estimated Types of Service</b>	<b><u>Hourly Rate</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Total Estimated Cost</u></b>
Corrective Maintenance (SOW: 4.5, 4.7)			
Engineering Services (SOW: 4.11, 4.13)			
Sub-Total Amount (Opt I- B.5.3)			

**Option Year II, 2010-2011:**

<b><u>Estimated Types of Service</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Total Estimated Cost</u></b>
Corrective Maintenance (SOW: 4.5, 4.7)			
Engineering Services (SOW: 4.11, 4.13)			
Sub-Total Amount (Opt II -B.5.3)			

**Option Year III, 2011-2012:**

<b><u>Estimated Types of Service</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Total Estimated Cost</u></b>
Corrective Maintenance (SOW: 4.5, 4.7)			
Engineering Services (SOW: 4.11, 4.13)			
Sub-Total Amount (Opt III -B.5.3)			

**Option Year IV, 2012-2013:**

<b><u>Estimated Types of Service</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Total Estimated Cost</u></b>
Corrective Maintenance (SOW: 4.5, 4.7)			
Engineering Services (SOW: 4.11, 4.13)			
Sub-Total Amount (Opt IV -B.5.3)			

**B.5.4 Option Year Periods Contract Price**

The total amount of the Option Year Periods is the sum of the above following Sub-Totals: B.5.1, B.5.2 and B.5.3.

**Option Year I, 2009-2010:**

B.5.1	Scheduled Services for Morocco (FFP)	
B.5.2	Unscheduled Services for Morocco (Task Orders)	
B.5.3	Services for Africa (Task Orders)	
	<b>TOTAL OPTION I AMNT</b>	

**Option Year II, 2010-2011:**

B.5.1	Scheduled Services for Morocco (FFP)	
B.5.2	Unscheduled Services for Morocco (Task Orders)	
B.5.3	Services for Africa (Task Orders)	
	<b>TOTAL OPTION II AMNT</b>	

**Option Year III, 2011-2012:**

B.5.1	Scheduled Services for Morocco (FFP)	
B.5.2	Unscheduled Services for Morocco (Task Orders)	
B.5.3	Services for Africa (Task Orders)	
	<b>TOTAL OPTION III AMNT</b>	

**Option Year IV, 2012-2013:**

B.5.1	Scheduled Services for Morocco (FFP)	
B.5.2	Unscheduled Services for Morocco (Task Orders)	
B.5.3	Services for Africa (Task Orders)	
	<b>TOTAL OPTION IV AMNT</b>	

B.6 **Total Contract Price**

Period	Amount
Base	
Option I	
Option II	
Option III	
Option IV	
Total	

[End of Section B]

Section C -- Contract Clauses

C.1 **52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS. (FEB 2007)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any

excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs,

for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting



standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t) (2) (i) of this clause, or fails to perform the agreement at paragraph (t) (2) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph

of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

C.2 **ADDENDUM TO FAR 52.212-4**

None

C.3 **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (APR 2008)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

       (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

       (4) [Reserved]

       (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

       (ii) Alternate I (Oct 1995) of 52.219-6.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d) (2) and (3)).
- ☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d) (4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a) (14)).
- ☐ (10) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d) (4) (F) (i)).
- ☐ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☐ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a) (2)).
- ☐ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- ☐ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☐ (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☐ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☐ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☐ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☐ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (Aug 2007) of 52.222-50.

\_\_\_ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c) (3) (A) (ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).

\_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (28) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (29) (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

X (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

X (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

X (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

X (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
  - (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
  - (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
  - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
  - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
  - (x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

- X 52.216-18, Ordering (Oct 1995)
- X 52.216-19, Ordering Limitations (Oct 1995)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days from the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) base year and four (4) option years.

(d) Prior to the exercising of any option, the Government and the Contractor will mutually agree to the amount of annual increase, if any. The option to extend the performance period will be promulgated via a written, bilateral contract modification to be executed between the BBG/IBB Contracting Officer and the Contractor's authorized representative.

(End of clause)

C.5 **CONTRACTING OFFICER TECHNICAL REPRESENTATIVE**

The Contracting Officer will appoint by letter a Contracting Officer Technical Representative (COTR), who will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the letter of authorization or this contract. It is understood and agreed, in particular, that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract unless and only to the extent that such authority is specified in the letter of authorization or the contract. THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT, ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, IT MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE GOVERNMENT, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED ACTIONS.

(End of clause)



C.6 **SUBMISSION OF INVOICES**

Invoices shall be submitted in an original and three (3) copies to the COTR at the following address:

IBB Station Manager  
American Embassy (IBB)  
P.O. Box 77 Safat  
13001 Safat, Kuwait

C.7 **SPECIAL CONTRACT REQUIREMENTS**

C.7.1 **Security**

The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The contractor shall provide the names, biographic data and police clearance on all contractor personnel who shall be used on this contract prior to their utilization. Upon approval of their utilization, the Government shall issue identity cards to contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property or while on duty at private residences. These identity cards are the property of the Government and the contractor is responsible for their return upon termination of the contract, when an employee leaves contractor service, or at the request of the Government.

C.7.2 **Government Furnished Property/Equipment**

All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract. The contractor is responsible for the proper care, and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. Negligent use of Government furnished property that results in damage or destruction is cause for repair or replacement at the contractor's expense. The Contractor is responsible for the normal maintenance of Government furnished equipment in his possession.

C.7.3 **Indemnification**

The contractor agrees to indemnify and to save the Government, its offices, agents, servants, and employees harmless from and against any claim, loss damages, injury and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with performance of work under this contract. Further, any negligence or alleged negligence of the Government, its offices, agents, servants or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury or liability.

**C.7.4 Authorized Ordering Officer**

The Contracting Officer has appointed the below listed individual as Authorized Ordering Officer (A00) for any Task Order issued pursuant to the terms and conditions specified within this contract. The Ordering Officer shall use the prices identified in the applicable Section B.

Gaines Johnson  
IBB Station Manager  
American Embassy (IBB)  
P.O. Box 77 Safat  
13001 Safat, Kuwait

**C.7.5 Performance of Work without a Task Order**

- (a) The contractor shall not perform any work or incur any costs for any purpose under this contract or any individual Task Order until its receipt of a finalized written Task Order signed by the Contracting Officer or the Authorized Ordering Officer authorizing specific work. If the contractor does perform any work or incur any costs prior to written authorization by the Contracting Officer, it shall be at the expense of the Contractor and the IBB will not reimburse the Contractor.
- (b) The Contractor herein agrees to perform emergency work at the request of telephone or email instructions from either the Contracting Officer or the Authorized Ordering Officer. The Contracting Officer will issue a written Task Order within three (3) calendar days of such request.

END OF SECTION C

**Section D -- Contract Documents, Exhibits, Attachments**

**D.1 STATEMENT OF WORK**

**1. OBJECTIVES**

Operate and maintain the US Government funded Radio SAWA FM broadcast network in Morocco, currently located in seven (7) cities: Tangier, Rabat, Fes, Meknes, Casablanca, Agadir and Marrakech, maintaining a 24-hour daily broadcast signal.

Perform routine preventive and emergency maintenance, as required to maintain a 24-hour daily broadcast at the rated/licensed power.

Locate and secure suitable broadcast sites and prepare site documentation for future negotiations by others.

Perform routine and emergency service, as required to restore broadcast system to rated/licensed power.

Suggest broadcast system improvements.

Design and engineer broadcast system improvements, as requested and approved by the Contracting Officer in writing.

Conduct periodic equipment and system tests; verify optimum performance and report results to Contracting Officer or his/her designee.

Install replacement equipment as necessary to update and maintain system reliability and performance.

Order, store and maintain spare stock for servicing the FM network.

Conduct and report annual inventory, condition and usage.

Repair user serviceable equipment, modules systems, and subsystems.

Monitor the FM Network on a daily basis.

Consult, as required technically with BBG on engineering planning, problems, ideas and improvements for broadcast sites worldwide. Contractor shall include 50 hours of phone/e-mail consultation annually and a per hour price for additional consultation. Communication with the Contractor on Morocco FM failures and operations shall not be considered consultation.

On a reimbursable basis, arrange for and pay recurring charges for leases, communications circuits, commercial power, licenses, permits, frequency fees, telephone and other necessary fees, as required and approved by BBG.

Upon contract award, and as part of this contract, there shall be a one time mobilization effort to arrange for payment of recurring charges for leases, communications circuits, commercial power, licenses, permits, frequency fees, telephone and other necessary recurring fees, as required at the seven FM locations. Any payment arrangements for recurring charges shall be subject to BBG approval.

Perform site survey and all engineering necessary for the expansion of the Morocco network upon request, including storing and maintaining stock, licensing and site construction, yielding a complete FM station at conclusion.

Accept, ship, and store materials, place and receive material orders as necessary, providing customs clearance and transport to/from shipper.

Provide technical assistance to French, English and Arabic speaking contract and affiliate technicians located in Africa (consult by telephone, email and facsimile). Ship replacement parts to Africa on a cost reimbursable basis as directed by the Contracting Officer or his designated official.

At additional cost, and on a case-by-case basis, travel to and provide technical support for BBG 24/7 and affiliate FM stations located in Africa (currently located in the Ivory Coast, Ghana, Burkina Faso, Rwanda, Kenya and Sierra Leone).

## **2. SCOPE**

The BBG operates and maintains the MIDDLE EAST RADIO TELEVISION MOROCCO s.a. (MRTM s.a.) the broadcaster also known as Radio SAWA, an FM network in Morocco. The Moroccan SAWA network is owned by Middle East Broadcasting Networks Inc., headquartered in Washington, D.C.

BBG is seeking a qualified Operations and Maintenance (O&M) Contractor to assume the management, operation, maintenance and possibly future expansion of this FM network.

The BBG will continue to operate the Moroccan SAWA network via a contract service. The BBG Office of Contracts will assign the Contracting Officer and Authorized Representative of the Contracting Officer (COTR). The Contractor's reporting structure will be to the Contracting Officer via the assigned COTR.

The contractor will serve as the local contact point (Mail, phone and facsimile) for the entity known as the Middle East Radio Television Morocco s.a. (MRTM s.a.). Correspondence and messages will be received by the contractor and passed in a timely manner to the COTR for official action.

## **3. CONTRACTOR QUALIFICATIONS**

The Contractor shall have resources that include some staff with a minimum of four (4) years of FM broadcast network experience in Morocco. Such experience shall include: Transmitter Power Output levels of 1 kW or above, remote operations, audio distribution, computer systems, system monitoring and control, AC mains and generator distribution and control, HVAC systems, VSAT, satellite communications systems, board and component level repair, calibration and adjustment, sophisticated test equipment usage, and shipping and customs. The Contractor shall maintain on staff an Electronics Engineer with an advanced technical degree and design experience. Contractor staff shall be multi-lingual with fluency in the following minimum languages: French, Arabic and English. Contractor staff shall have demonstrated experience in antenna design, coverage predictions and test and measurement. Contractor shall possess the capabilities to construct an FM radio station from grade level to complete and operational.

It shall not be necessary for the Contractor to have permanently employed staff to perform all activities. The Contractor shall consider the most cost-effective means of meeting the contract requirements. The Government recognizes that the use of subcontractors may be the best means of providing rapid emergency response to transmitter outages, or to provide specialized maintenance services (e.g. for air conditioning, emergency generators, tower erection and rigging.)

#### **4. TASKS**

##### **4.1 Broadcast System and Program Feed Program**

The Contractor shall be responsible for the operation and maintenance of FM broadcasting equipment, including all transmitting and related satellite receiving facilities, each day of the contract term, unless stated otherwise. In the event that any BBG transmitter system or its individual components fail, the Contractor shall promptly begin trouble-shooting/repairs within three (3) hours of the failure to restore broadcast service to full power operation as soon as possible.

##### **4.2 Definition of Operation and Maintenance Tasks**

Operation and maintenance tasks at each FM broadcast station shall include but not be limited to:

1. Providing personnel for preventive maintenance and corrective maintenance of the broadcast equipment, program feed equipment, air conditioning equipment, and power generating equipment.
2. Payment of electricity and any other utility charges.
3. Payment and supply of fuel, and lube oil for generators.
4. Payment of facility leases, annual frequency and licensing fees.
5. Security of the broadcast and program feed equipment.
6. The Contractor, on a cost reimbursable basis, shall provide consumables; such as, air filters, lubricants, cleaning supplies, bulbs, signage and other items that may be required at the FM sites.
7. Maintain and service air conditioning units, generators, antennas and towers on a cost reimbursable basis.
8. All other services and supplies required to maintain the broadcast and program feed equipment as fully operational. Major spare parts and assemblies for the broadcast equipment and program feed equipment will be provided by the BBG as Government Furnished Equipment (GFE). The Contractor, on a cost reimbursable basis, will provide all other repair parts.

**Program Monitoring** - shall consist of the following basic minimum monitoring points: the satellite feed as received from the satellite; the feed to the transmitter input; the transmitter output; and off-air alarm and notification. Program monitoring shall verify correct audio presence, quality and fidelity. The Contractor shall monitor each broadcast site at least once daily.

**Technical Monitoring** - shall consist of the following transmitter technical and operational parameters, minimum points shall include the following:

- (a) Monitor satellite signal level
- (b) Forward Power Level and Reflected Power Level of the transmitter;
- (c) VSWR
- (d) Any transmitter fault, fold-back or other indications of abnormal transmitter operation;
- (e) Primary Mains Voltage, Critical Transmitter Voltage/Current Readings;
- (f) Status of Ancillary/Support Equipment;
- (g) Conduct periodic visual inspections of the broadcast system.

#### **4.3 FM Broadcast System and Program Feed Corrective/Preventive**

The Contractor shall provide maintenance support for each BBG transmission system installed in Tangier, Rabat, Fes, Meknes, Casablanca, Agadir and Marrakech. The Contractor's primary responsibility shall be to ensure that the broadcast signal is on the air with a minimum of downtime caused by failures or out-of-specification conditions. To accomplish this, the Contractor shall:

- 1. Monitor transmissions and equipment performance;
- 2. Take corrective action to repair or replace equipment or parts upon failure; and
- 3. Perform periodic preventive maintenance.

#### **4.4 Reporting**

**4.4.1 Monthly:** The Contractor shall keep a Monthly Log to document the operational status of each broadcast system and all corrective and preventative maintenance performed. At each site visit (preventive/corrective visit), the Contractor shall record operating conditions including, but not limited to, the items listed in **Technical Monitoring a-f**, above. The log shall also document every transmission outage and its duration; the Contractor shall describe exactly what was necessary to correct or attempt to correct the failure. The Contractor shall submit a summary of the Monthly Log entries in a Monthly Report. In addition, the BBG shall have the right to review the Monthly Log on site at any time.

**Reporting:** The Contractor shall ensure that in the event of a transmission outage first observed by the Contractor, that every effort is made to notify the BBG by telephone, FAX, e-mail or SMS within two (2) hours of the occurrence. All transmission outages shall be recorded in the Monthly Log.

#### **4.4.2 Transmission Outage Reporting**

In the event of a transmission outage at any operational transmitting station, the Contractor shall notify the IBB Operations/Maintenance Point-of-Contact (See Section 12) of the nature of the problem (e.g., program feed loss, transmitter malfunction, power outage, operator error or any other reason). This shall be done within two (2) hours by telephone, facsimile note, e-mail, or SMS and shall include an estimate of the time to rectify the problem(s).

#### **4.4.3 Trouble Report**

A written Trouble Report is required for any transmission outage in excess of 15 minutes resulting from equipment failure, power outage, operator error, or any other reason.

The written report shall be in English and shall describe the nature of the problem, start time of the problem, duration of the outage, and corrective actions taken to solve the problem. The report shall be submitted within seven (7) days to the BBG Operations/Maintenance Point-of-Contact (See Section 12)

#### **4.5 Corrective Maintenance**

The Contractor shall conduct corrective maintenance in accordance with the following guidelines:

- (a) In the event of a transmission outage, the Contractor shall initiate corrective action within three (3) hours of the broadcast system failure. The BBG will supply the Contractor with major spare parts and assemblies (GFE) that are deemed to be critical, most likely to fail, or cause lengthy downtime. If the failure is identified as one that can be repaired with an available spare, the Contractor shall start that repair immediately and notify the BBG Operations/Maintenance Point-of-Contact (See Section 12) when it is completed and the broadcast is back on the air. The corrective action shall also be recorded as required by Section 4.4, Monthly Log. If the required spare part is not on hand but is available locally, the Contractor shall contact the BBG Operations/Maintenance Point-of-Contact (See Section 12) for authorization to purchase that part or material. If authorized and in writing, the BBG will reimburse the Contractor for the cost of spare parts or material upon presentation of a proper invoice or receipt.
- (b) Since the nature of many failures is such that they cannot be corrected quickly, the Contractor shall use its expertise to work around the problem and, if possible, attempt to temporarily restore the broadcast - even if in a degraded mode. For example, if the audio processor fails, it can be removed from the system or bypassed, and the station will stay operational but with less apparent audio power. As another example, the transmitter is capable of staying operational while certain assemblies have failed, as indicated on the transmitter status readouts. The Contractor shall use its expertise to determine the advisability of keeping the transmitter in operation while there is a failure present, and shall notify the BBG Operations/Maintenance Point-of-Contact (See Section 12) immediately of any such recommended work-around solution.

(c) If a failure is present that cannot be repaired with available parts, and which causes the broadcast to be off the air, the Contractor shall immediately contact the BBG Operations/Maintenance Point-of-Contact (See Section 12). The purpose of this contact may be to request a replacement part or module, or to seek advice and assistance in diagnosing and repairing the fault. □

**NOTE 1:** The Contractor shall provide a satellite receiver and have access to HotBird.

**NOTE 2:** If there is no satellite feed present or if the feed is intermittent, the Contractor is cautioned not to assume that it is a problem in the satellite uplink and that BBG Operations/Maintenance is aware of the problem. The Contractor shall report it to the BBG Operations/Maintenance Point-of-Contact (See Section 12) within the two (2) hour reporting requirement.

#### **4.6 Preventive Maintenance**

The Contractor shall conduct preventive/recurring maintenance in accordance with the following guidelines:

- (a) The Contractor shall assure that the transmitting system and the transmitting room conditions are maintained properly in order to reduce the likelihood of failures. This involves performing routine checks in order to identify and rectify conditions that can lead to problems. For example, if the VSWR of the antenna has increased but is still in an acceptable range, that may be an indication of a problem that is developing with the antenna or its feed, and which can be corrected before an outage occurs. As a similar example, if the Bit Error Rate (BER) of the satellite signal starts to increase, that may be an indication that the satellite dish is drifting off the satellite. Corrective action can then be initiated before the BER becomes so excessive that the satellite feed stops. The Contractor shall repair any user serviceable equipment, modules systems and subsystems. If impractical, BBG shall be notified and alternate arrangements made.
- (b) The Contractor shall perform all routine (monthly/annual) preventive maintenance procedures required by the Operating and Maintenance Manual for the transmitter, as well as for any other equipment for which manuals have been provided. All routine maintenance performed shall be documented in the Monthly Log.

The Contractor, in an effort to maintain optimum system performance, shall conduct **Proof-of-Performance measurements** on an annual basis and submit results to BBG Operations/Maintenance Point-of-Contact (See Section 12). Any out-of-specification measurement shall be addressed and a resolution submitted. Prior to conducting Proof-of-Performance measurements the COTR shall be notified of the date and time in case the COTR or designee wish to witness such measurements. The Proof-of-Performance measurements shall be recorded and submitted to the COTR using the form in Appendix FM-01.

#### **4.7 Corrective /Preventive Maintenance of Ancillary/Support Equipment**

The Contractor shall arrange for local vendor/contract corrective/preventive maintenance of power generator, air conditioning and other non-broadcast equipment at the transmitting



site on a cost reimbursable basis.

#### **4.8 Warehousing/Depot Spares**

The Contractor, taking into account site-specific logistical and security issues, will establish a depot of spare parts.

The Contractor shall provide a warehouse/storage facility for the depot spares, excess/spare broadcast equipment, test and monitoring equipment and incoming/outgoing shipment. Storage facilities for electronic circuit boards and excess/spare broadcast equipment, test and monitoring equipment shall be stored in a climatized environment and not exceed 85% relative humidity, non-condensing and within a temperature range of 10-30 degrees Celsius. The warehouse/storage facility, inclusive of climatized portion shall be a minimum of 100 square meters utilizing proper racking structures to avoid damage to GFE. Contractor shall provide a price per square meter for space exceeding 100 square meters.

The Contractor may be required to order, receive and store spare parts and consumables. Orders may be local or via the COTR or designee. Receiving spares may require the Contractor to process the importation formalities through the US Embassy for materials that are not locally purchased.

The Contractor may be required to store and/or ship materials and may be required to process the export formalities through the US Embassy for materials leaving the country of the Contractor's business.

The Government will provide the major spare parts, assemblies and equipment to support the broadcast system(s). The Contractor shall provide all spares for ancillary/support equipment (e.g., power generators, air conditioning systems, etc...)

#### **4.9 Transmission Site Security**

The Contractor shall establish procedures including the hiring of personnel, if required, to ensure the safety and security of the BBG broadcast transmission equipment. It is expected that these arrangements will normally be provided under the leasing/hosting arrangements for the broadcast equipment. The Contractor shall coordinate the security arrangements with the local host Government and/or civilian authorities.

#### **4.10 Monthly Operations Report**

The Contractor shall prepare and submit a Monthly Operations Report no later than the 5<sup>th</sup> calendar day of the following month. The report shall contain a narrative that summarizes the performance of each operational transmitting system for that month, the maintenance and operation activities performed, a listing of any potential problems, and a listing of the spares consumed and spares still available. The Monthly Log entries required by Section 4.4.1 above, shall also be attached to the report. Electronic submission is allowable.

#### **4.11 Engineering Services**

The Contractor may be required to design, engineer, and construct portions of, or a complete FM station, which may include towers, satellite terminals and remote control and monitoring equipment as

well as suggest and/or design broadcast system improvements.

Any additional engineering services shall be separately ordered, in writing, and only by the Contracting Officer. The cost of these additional engineering services are not included in the basic cost of this contract and may be ordered as a modification or supplement to the contract.

The Contractor may be called upon to provide Technical/Engineering Consultation with BBG and will include engineering planning, problems, ideas and improvements for broadcast sites worldwide. Contractor shall include 50 hours of phone/email consultation annually and a per hour price for additional consultation. Communication, with the contractor, on Morocco FM failures, and operations shall not be considered consultation.

#### **4.12 Annual Inventory**

The Contractor is responsible for conducting a complete inventory of GFE once a year (date to be specified). Requests for additional inventories will be at additional cost. All inventories will be submitted to the COTR. The inventories will cover all GFE such as broadcast equipment, spares and test equipment. The inventory reports shall separate material by site location and clearly indicate condition. Inventory reports on material stock shall clearly indicate quantity, location and condition. Test equipment inventory reports shall clearly indicate quantity, location and condition.

#### **4.13 Additional Services as Required by the COTR**

The Contractor may be required to meet, discuss, coordinate, and work with other contractors/broadcasters, US Government officials and/or foreign and/or host Government officials on behalf of BBG and BBG broadcasting interests. Contractor is not authorized to make commitments for funds or contracts on behalf of the BBG or USG. The Contractor may be required to locate, survey possible lease space (tower, transmitter and satellite) for new or replacement FM stations. Formal discussions and negotiations will be conducted by the COTR or another representative of the USG at a future time. Contractor required attendance, on behalf of the BBG, as required in writing by the COTR will be at additional cost and are not part of this contract.

The Contractor shall, on a reimbursable basis, arrange for and pay recurring charges for communications circuits, commercial power, licenses, permits, frequency fees and leases.

#### **4.14 Documentation Provided to Operational Site**

The Contractor is responsible to ensure that proper and sufficient documentation is available for proper operation and maintenance of the FM broadcast transmission system. If the Contractor implements system changes, he shall provide single line drawings, showing any modifications to the system and subsystem interconnections. All technical manuals, drawings, logs and test results are the property of the BBG and shall remain with the individual FM sites. Documentation shall include operation and maintenance manuals for all equipment for the FM site. Monthly Log, emergency telephone numbers (police, civil authorities, landlord or personnel with access to the site, US Embassy RSO, COTR of the contract...), and standard operating parameters of the station for all systems

installed at the site.

## **5.0 DELIVERY**

### **5.1 Mobilization:**

Contractor's mobilization shall include, but is not limited to: preparation of storage depot and office facilities; transportation of GFE equipment to storage and office facilities; and administrative costs associated with establishment of initial points of contact at US Embassy, SNRT, HACA and other entities as required to begin operations and maintenance of the "RADIO SAWA" network.

Contractor's mobilization shall also include: a one time effort to arrange for payment of recurring charges for leases, communications circuits, commercial power, licenses, permits, frequency fees, telephone and other necessary fees as may be required at each of the seven FM locations.

The Contractor shall include all costs related to mobilization as discussed above when proposing the Operation & Maintenance rates in Section B.

### **5.2 Storage Facilities**

Within 30 days of contract award, Contractor shall advise COTR of location and accept delivery of test equipment and spare parts for storage.

### **5.3 Preventive Maintenance**

The Contractor or the Contractor's personnel shall perform preventive maintenance visits twice annually to each FM site. Each visit shall entail the necessary preventive maintenance for all on-site equipment including but not limited to: FM exciter, FM transmitter, satellite receive antenna, satellite receiver, audio processors, air conditioning system, back-up power generator, automatic transfer switch and remote monitoring system.

Contractor shall coordinate visits as necessary with his subcontractors (if any) to ensure rapid response to repair failed or diminished operating conditions of any of the FM station systems.

The Contractor shall provide a written report to the COTR of all maintenance performed, initial condition of the equipment, measurements taken, repairs made, parts replaced and condition of the system at the time of departure from the site. The Contractor shall also provide recommendations to restore system to normal operating condition if any system parameters are below normal operating conditions.

### **5.4 Monthly Report**

Contractor shall provide on/or before the 5<sup>th</sup> working day (excluding Saturday and Sunday) of the following month, a written report to the COTR or his/her designee detailing the following:

1. Maintenance performed at each FM site
2. Spare parts used during the performance of maintenance at each site
3. Additional parts required to restore normal service

4. Spare parts ordered during the previous month for replacement of inventory
5. Spare parts received during the previous month
6. Adjustments needed to inventory for continued support
7. Total hours off-air at each site
8. Reliability of each site
9. Recommendations to upgrade FM site equipment as necessary

#### **5.5 Emergency Maintenance**

Contractor shall respond to emergency repair calls as directed by the COTR. Emergency Maintenance Request/Notification may be from the COTR or his designee or from Kuwait Master Control. Emergency Maintenance Request/Notification may be by telephone, e-mail, or SMS 24 hours a day, 7 days a week. In the event of such notification, the Contractor's personnel or previously approved subcontractors shall be dispatched and on site within three (3) hours of the emergency call to determine the cause of the fault and make repairs to restore service as soon as practical. If service cannot be immediately restored, the Contractor shall notify the COTR or his designee and inform them of cost and spare parts needed to restore service and an estimated time to repair. Contractor should anticipate two such visits annually for each FM site and provide costs in addition to the bid price for any additional site visits required by the COTR.

#### **5.6 Transportation**

Contractor is responsible for all transportation of personnel and GFE provided parts and other equipment as needed to perform the necessary tasks. Lodging and costs of meals and incidentals shall be borne by the Contractor and be included in the cost for each site visit. Mode of transportation is at the discretion of the Contractor to meet the requirements as defined in the Statement of Work.

#### **6.0 GOVERNMENT-FURNISHED PROPERTY (GFE)**

This project requires periodic testing and service of systems and subsystems that require specific test equipment and tools not ordinarily available in Morocco or to contractors. BBG will provide tools and test equipment, some of a specialized nature, to the Contractor for servicing and maintaining the SAWA FM network and other US Government funded/supported broadcast entities.

The Contractor shall operate all GFE solely for the purposes of testing, maintenance, receiving, and other services necessary for broadcasting the BBG programs under the terms and conditions of the Statement of Work. The Contractor shall maintain and protect all GFE in such a manner that all GFE remains in the same condition as originally provided to the Contractor - except for reasonable wear and tear as determined by the COTR.

Addendum number XX details the GFE provided to the Contractor. Such equipment is provided in a good working condition; Contractor will be responsible for loss or damage beyond normal wear and tear.

The BBG will provide the Contractor with a local (i.e. BP162) address.

**7.0 SECURITY**

The Contractor is responsible for the security of each FM broadcast site. It is expected that the Contractor will keep the sites secure and locked at all times. Intrusion alarms, fire alarms, etc... should be considered but manned guarded sites are not required as part of this contract.

**8.0 PLACE OF PERFORMANCE**

The SAWA FM broadcast network in Morocco is currently located in the following cities: Tangier, Rabat, Fes, Meknes, Casablanca, Agadir and Marrakech. Routine maintenance will be conducted at each site as needed. Network monitoring may be conducted from a central undefined point; all other tasks will be conducted at the actual broadcast sites. Specific site locations and addresses will be provided in the request for proposals.

**9.0 PERIOD OF PERFORMANCE**

The period of performance will be from 1 October 2008 for a period of one (1) year with four optional one-year renewal terms. Total contract period, including renewal terms shall not exceed five (5) years.

**10. LIQUIDATED DAMAGES**

The BBG reserves the right to negotiate a Liquidated Damages Clause in the contract with the Contractor being aware the contract price may be adjusted accordingly. The Contractor shall not include the cost of liquidated damages in his bid.

**11. PAYMENT**

Payment for performance is by satisfactory milestone completion, as determined by the Contracting Officer or the Contracting Officer Technical Representative (COTR). The COTR or his/her representative will review the Contractor's work and render opinions on the quality of workmanship to the Contracting Officer, who is the final judge of satisfactory completion.

Payment will only be made when a completed invoice has been properly presented to the Contracting Officer. The invoice shall list the goods and/or services rendered and the date of such goods and services. The invoice shall bear the name of the payee with complete banking details to enable an electronic funds transfer. Only PDF files are acceptable for any electronically submitted invoices.

The Contractor shall submit invoices directly to the BBG Contracting Officer for locally obtained supplies, materials and services. Contractor shall submit invoices at the end of each month specifying type of service as a line item for payment (preventive maintenance, corrective maintenance, emergency maintenance, storage fees, spare parts, telephone, etc...) Invoices shall include a total of all VAT paid and a total amount for each invoice.

Utilities, leases, licensing fees and other recurring costs should be estimated on an annual basis and included in each invoice as a monthly service fee. Adjustments will be made for over/under payments at the end of each calendar year.

Invoices for additional services requested by the Contracting Officer or COTR shall be submitted separately from monthly invoice.

Advance payments will not be authorized except for the mobilization charge and payment of licensing fees if so required by the Contractor. Payment will be made only with a performa invoice from the proper authority of the host Government and approved by the Contracting Officer in advance.

**12. BBG OPERATIONS/MAINTENANCE POINT-OF-CONTACT**

The primary Point-of-Contact (POC) for any operational, maintenance, security, and program loss reporting and any other matters relating to this contract is BBG Kuwait Transmitting Station Master Control, which can be reached at the following telephone/facsimile numbers and/or e-mail address:

Telephone: Kuwait 965-456-2751 or 2 or 3  
Facsimile: Kuwait 965-456-2754  
E-mail: Kuwait Kuwait Master Control  
<[Kuwait@kuw.ibb.gov](mailto:Kuwait@kuw.ibb.gov)>

The mailing address for the Kuwait Transmitting Station is:

IBB Station Manager  
American Embassy (IBB)  
P.O. Box 77 Safat  
13001 Safat, Kuwait

The Courier address (FedEx, DHL, etc) is:

American Embassy (IBB)  
Masjed Al Aqsa Street  
Plot 14, Block 6  
Bayan, KUWAIT  
Phone: Country Code: 965, Telephone 456-2751/ 2/ 3

**13. Cancellation and Notice**

The contractor may request cancellation of the agreement with a six-month notice period. This notice period is required by the agency in order to identify a replacement contractor and transfer the equipment and materials provided as GFE.

The agency reserve the right to cancel the agreement at any time for non-performance of the services outlined in the Statement of Work.

End of Section D

Section E -- Solicitation Provisions

**E.1 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS. (JAN 2005)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified below at or before the exact time specified in this solicitation.

**PLEASE SEND THE PROPOSALS TO:**

BBG/IBB/VOICE OF AMERICA  
MOROCCO TRANSMITTING STATION  
BRIECH, MOROCCO  
ATTN: MR. DAVE STRAWMAN  
PHONE: 011-212-3-993-2481

Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.



(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before

the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1) (I) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925)  
Facsimile (202 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (I) (1) (I) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.assist.daps.mil>.

(3) Non-government (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source - selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

E.2 ADDENDUM TO FAR 52.212-1

None

E.3 52.212-2 EVALUATION--COMMERCIAL ITEMS. (JAN 1999)

(a) **The contract award shall be made to that responsible Offeror whose offer represents the best value to the Government.** The Government shall determine the best value based on the Technical, Past Performance, and Cost/Price Factors and any corresponding subfactors, if applicable, described in this document and the decisional rules set forth below. Technical Approach is more important than Past Performance; when combined, Technical Approach and Past Performance are equal to cost or price.

(b) The Government intends to award the contract on the basis of offers received as a result of the combined synopsis/solicitation, without any further discussions. Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with Offerors in a competitive range, if needed, and to permit such Offerors to revise their proposals. Per FAR 15.306(c)(2), the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(c) **The Government reserves the right to make an award to other than the lowest priced offer or to make an award to other than the offer with the highest technical rating/best risk assessment if the Contracting Officer determines that to do so would result in the best value to the Government.**

(d) Decisional Rule - Tradeoff The Government intends to rank the Offerors by making a series of comparisons among the Offerors (using the technical rating, technical risk assessment, past performance risk assessment, and evaluated price), trading off the differences in the non-price factors (technical, and past performance) against the difference in price as follows:

(1) If one Offeror represents the best mix of rating and risk and has the lowest evaluated price, the Government shall consider that Offeror to be the best value.

(2) If one Offeror represents the best mix of rating and risk but does not have the lowest evaluated price, then the Government shall decide whether the difference in rating and risk between the Offerors being compared is worth the difference in cost/price. If the Government determines the difference in rating and risk to be worth the difference in evaluated price, then the Government shall determine that Offeror to be the best value. If not, then the Offeror with the lower evaluated price may be the best/value subject to further trade-offs analysis among the other Offerors. The Government shall continue to make paired comparisons in this way until the Government decides which Offeror represents the best value to the Government.

(e) Offerors are hereby notified that the subcontracting evaluation required by FAR 15.305 (a) (5) will not be performed. The Offeror's past performance/experience related to compliance with subcontracting plan goals for small disadvantaged business (SDB) concerns (see FAR Subpart 19.7), monetary targets for SDB participation (see FAR Subpart 19.1202), or notifications submitted under FAR Subpart 19.1202-4(b) is irrelevant since these requirements pertain to bundled contracts, and as such, are not applicable to this procurement.

(f) Offerors are hereby notified that best value selection will be based upon the fact that the combined weight of technical approach and past performance factors will be 50% of the total rating and that cost or price will be 50% of the total rating. Factors will be broken out and weighted as follows:

1. Technical Approach (as described in Written Proposal)  
30% of total rating.
2. Past Performance (based on References provided in Written Proposal)  
20% of total rating.
3. Price (Based on Price Proposal, Refer to Section B)  
50% of total rating.

(g) Offerors are hereby notified that they must submit a Written Technical Proposal addressing the two criteria shown below.

1. Technical Approach (60% of the Technical Score, 30% of the Overall Score): The Offeror's Written Technical Proposal will be evaluated on how well it responds to the technical requirements of the RFP. The Government will assess the feasibility of the Offeror's technical approach and the safety plan (required by Section D.1.15.7, Safety) in order to determine if the Offeror has the ability to successfully perform the work specified in the SOW.
2. Past Performance (40% of the Technical Score, 20% of the Overall Score): The Offeror shall provide contact information for existing or past customers, which the Contracting Officer will use to assess the quality of the experience cited in the Offeror's initial submission. Contacts must be reachable and reply within 72 hours or their information may not be used.

(h) The technical approach portion of the written proposal will be evaluated qualitatively and an adjectival rating will be assigned to reflect the offeror's ability to meet the BBG requirements. In addition to the qualitative technical rating, the technical approach portion of the written proposal will also be subjected to a risk assessment using the terms "low, medium and high risk" to identify the level of probability of an undesirable event occurring as a result of the offeror's proposed approach and as a measure of the significance of that occurrence on the BBG mission.

(i) Pursuant to FAR Subpart 15.305(a)(2)(iii), the Offeror's Past Performance will be evaluated taking into account past performance information regarding predecessor companies, or subcontractors that will perform major or critical aspects of the requirement. Offerors are hereby notified that Past Performance shall be subject to a risk assessment and shall be limited to the relevant experience of the Offeror. In assessing past performance, no adjectival rating will be assigned and only risk will be evaluated using the following adjectives: Very Low, Low, Moderate, High, or Unknown.

(j) Offerors are required to furnish both firm-fixed-prices and hourly rates by completing the Price Proposal shown in Section B. The "bottom line" Proposal Total Price from Section B.6 will be used in determining the Offeror's proposed price for comparison, evaluation and award purposes. Offerors shall submit a price proposal (one original and no copies) packaged separately from their written Technical Proposal.

(l) Options. The Government will evaluate offers for award purposes by including only the unit prices for the basic requirement as applied in the Price Proposal. Option unit prices and Ceiling Prices are subject to price predetermination, but will not be included in the evaluation for award purposes, except as indicated herein. Including optional unit prices and Ceiling Prices in the schedule does not obligate the Government to invoke the options.

(m) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(o) Price Proposal [50% of Overall Score] - Refer to Section B.

(End of provision)

E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS. (JAN 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor," means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

*(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)*

(1) All offerors must submit the information required in paragraphs (b) (3) through (b) (5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;



☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_  
(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) General. The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small

disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246-*

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in

the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g) (1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (1) (ii) or (g) (1) (iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g) (1) (ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:  
Line Item No.

_____
_____
_____

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (4) (ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that

product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

*[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of provision)

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

- (11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address ☐ is, ☐ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of provision)

[End of Section E]

**END OF SOLICITATION**